

BORA LASKIN LAW LIBRARY



31761 100841402

PROPERTY - INTRODUCTORY MATERIALS

VOLUME II

Arnold Weinrib

Faculty of Law
University of Toronto

These materials are reproduced solely for
the use of students in the Faculty of Law,
University of Toronto.

1988-89

LAW LIBRARY

OCT 3 1988

FACULTY OF LAW

UNIVERSITY OF TORONTO

FACULTY OF LAW LIBRARY
UNIVERSITY OF TORONTO

PROPERTY - INTRODUCTORY MATERIALS

VOLUME II

Arnold Weinrib

Faculty of Law
University of Toronto

These materials are reproduced solely for
the use of students in the Faculty of Law,
University of Toronto.

1988-89



Digitized by the Internet Archive
in 2018 with funding from
University of Toronto

https://archive.org/details/propertyintroduc02wein_0

LANDLORD AND TENANT

A. The Relationship and its Consequences

1. TENANTS AND LICENSEES

Re B.A. Oil and Halpert	1
Shell-Mex and B.P. Ltd. v. Manchester Garages Ltd.	10
Metro-Matic Services v. Hulman	13
Street v. Mountford	19
Note: Ramsay v. Heselmann	24
Antoniades v. Villiers	25

2. CONSEQUENCES OF THE LEASEHOLD RELATIONSHIP

Stewart v. Child's Co.	30
Goldhar v. Universal Sections and Mouldings Ltd.	31
Highway Properties Ltd. v. Kelly, Douglas and Co.	43
North Bay T.V. and Audio Ltd. v. Nova Electronics et al.	52

B. Formalities: Leases and Agreements to Lease

1. WRITTEN DOCUMENTS

Statute of Frauds	57
Pearson v. Skinner School Bus Lines (St. Thomas) Ltd.	58
Starlight Variety Stores v. Cloverlawn Investments	64

2. CERTAINTY OF TERMS

Note	68
------	----

C. Landlord's Obligations

1. QUIET ENJOYMENT

Owen v. Gadd	69
Kenny v. Preen	74
Note	78

2. NON-DEROGATION FROM GRANT

Harmer v. Jumbil (Nigeria) Tin Areas Ltd.	80
Caplan v. Acadian Machinery Ltd.	83
Port v. Griffith	84
Note	88

3. FITNESS FOR USE

Smith v. Marrable	89
Sutton v. Temple	91
Hart v. Windsor	92
Bryner v. Thompson	95
Note	96
Johnson v. Givens	97

4. STATUTORY DUTY TO REPAIR

Re Quann and Pajelle Investments Ltd.	102
Note	118
Pajelle Investments Ltd. v. Herbold	119
Note	126
Fleischmann v. Grossman Holdings Ltd.	127
McQuestion v. Schneider	132
Note	134

D. Tenant's Obligations

Landlord and Tenant Act	135
Canadian Criminal Code	138

1. PAYMENT OF RENT AND DEFENCES FROM RENT ACTIONS

(a) Surrender and Abandonment

Note	139
Windmill Place v. APEC0 of Canada Ltd.	140
Toronto Housing Co. Ltd. v. Postal Promotions Ltd. (Ont. H.C.)	144
Toronto Housing Co. Ltd. v. Postal Promotions Ltd. (Ont. C.A.)	149

(b) Frustration

Waddams, "The Law of Contracts"	151
Note	152

(c) Illegality

Note	153
------	-----

2. RESTRICTIONS ON USER AND DUTY TO REPAIR

McQuaig v. Lalonde	154
Note	158
Norbury Sudbury Ltd. v. Noront Steel (1981) Ltd.	159

3. RELIEF FROM FORFEITURE

Re Jeans West Unisex Ltd. and Hung	172
Note	176

E. Termination: Creation of a New Tenancy

Imperial Oil Ltd. v. Robertson	178
--------------------------------	-----

F. Transfer by the Tenant

1. CONSEQUENCES OF TRANSFER

Francini v. Canuck Properties Ltd.	184
------------------------------------	-----

2. NEED FOR LANDLORD'S LEAVE

Wakefield v. Cottingham	187
Mount Citadel Ltd. v. Ibar Developments Ltd.	195
Lifshitz v. Forest Square Apts. Ltd.	204

3. REASONABLENESS OF LANDLORD'S REFUSAL

Landlord and Tenant Act	208
Houlder Bros. and Co. v. Gibbs	209
Note	219
Re Griff and Somerset Management Services Ltd.	221
Note	224

G. Covenants and Assignment

Abbott v. Bob's U-Drive	225
Re Dollar Land Corp. and Solomon	229
Kumar v. Dunning	234
Thomas v. Hayward	238
Clegg v. Hands	239

Appendix

Landlord and Tenant Act	244
-------------------------	-----

